etc., Ry. Co. v. *Matthews, supra; Gulf, etc. Ry. Co.* v. *Ellis, supra; Chicago, etc. Ry. Co.* v. *Moss* (1882), 60 Miss. 641.

CONSTITUTIONAL LAW — VESTED RIGHT OF DEFENSE — DEPRIVATION OF PROPERTY RIGHTS.—The plaintiff, a citizen of Indiana, employed by the defendant, an interstate company, was injured through the negligence of a fellow servant, in Illinois. By the laws of the latter state he could not recover, but an Indiana statute permitted a recovery for an injury caused by a fellow servant under such circumstances. A further statute of Indiana provided that where the injury was sustained in another state, it should not be competent for the railway company to prove the statutes or decisions of such state, as a defense to an action brought in Indiana. Plaintiff brought suit in Indiana. *Held*, that the statute, in so far as it deprived the railway company of setting up the defenses named, operated as a confiscation of property rights in violation of the Fourteenth Amendment; that as such it was unconstitutional, and that the law of the place of injury would control. *Baltimore & Ohio Ry. Co.* v. *Read* (1902), — Ind. —, 62 N. E. Rep. 488, 56 L. R. A. 468.

A vested right of action is property. COOLEY ON CONSTITUTIONAL LIMITATIONS, 6th ed., 443; *Streubil* v. *Milwaukee, etc. Ry. Co.* (1860), 12 Wis. 74. And a vested right of defense is equally protected. *Pritchard* v. *Norton* (1882), 106 U. S. 124, 27 L. ed. 104, 1 Sup. Ct. Rep. 102. The legislature may alter rules of evidence but it cannot preclude a party from setting up his rights. COOLEY ON CONSTITUTIONAL LIMITATIONS, 6th ed. 452; *Wright* v. *Cradlebaugh* (1867), 3 Nev. 341; *Little Rock, etc. Ry. Co.* v. *Payne* (1878), 33 Ark. 816, 34 Am. Rep. 55. But conditions may be imposed upon the setting up of such rights. *Lombard* v. *Antioch College* (1884), 60 Wis. 459. But such conditions must not be unreasonable. *Lassiter* v. *Lee* (1880), 68 Ala. 287. And the legislature may establish a conclusive rule in matters unessential and only jurisdictional. *In re Orloff Lake* (1887), 40 La. An. 142, 3 So. Rep. 479.

The law of the place where the injury is sustained controls. *Alexander* v. *Fennsylvania Co.* (1891), 48 Ohio St. 623, 30 N. E. 69; *Hyde* v. *Wabash, etc. Ry. Co.* (1883), 61 Ia. 441, 47 Am. R. 820; *Ala. etc. Ry. Co.* v. *Carroll* (1892), 97 Ala. 126, 18 L. R. A. 433. Statutes prescribing a penalty or giving right of action for a tort committed have no extraterritorial effect. HUTCHINSON ON CARRIERS, 2d edition, § 789 a; *Carnahan* v. *Western Union Tel. Co.* (1883), 89 Ind. 526, 46 Am. R. 175; *Hyde* v. *Wabash etc. Ry. Co., supra.* But rights acquired under a statute may be enforced in another state, if not against the law or policy of the state in which it is sought to be enforced. *Nathan* v. *Lee* (1898), 152 Ind. 232, 43 L. R. A. 820, 52 N. E. 987.

CONTRACT — PERFORMANCE — LEGAL HOLIDAY. — Defendant had agreed to purchase certain stock if tendered on January 1, 1898. January 1 was a holiday. It was provided by statute that negotiable paper falling due upon a holiday should be deemed payable on the next succeeding business day; and that holidays should be considered as Sunday so far as the transaction of business in the public offices of the state was concerned. January 2, 1898 fell upon Sunday. Plaintiff tendered the stock on January 3, 1898, but defendant refused to receive it, and an action was brought to recover damages for this breach of the contract. *Held*, that the action could not be maintained. *Page* v. *Shainwald* (1901), 169 N. Y. 246, 62 N. E. Rep. 356, 57 L. R. A. 173.

"In the present state of the statutes," said the court, "we are of opinion that upon holidays other than Sunday all transactions may be carried on as

on any other day, with the exceptions above noted. * * * It is undoubtedly true that the state of the law on this subject is likely to prove embarrassing to many, . . but such faults, if faults they be, in our business law, can be corrected only by the legislature."

CONTRACT — PUBLIC POLICY — SALE OF THE SUPPORT OF A NEWSPAPER. —Defendant sought the nomination of his party for Congress. Plaintiff, a newspaper editor, contracted to give defendant the support and influence of his paper for a pecuniary consideration. In an action on the contract for the agreed amount, *Held*, that the contract is void as against public policy. The fact that the contract affected a convention, a proceeding not held under authority of law, is immaterial. *Livingston* v. *Page* (1902), — Vt. —, 52 Atl. Rep. 965.

The decision is based on the theory, that in the interest of pure elections, the editorial columns of a newspaper posing as a public teacher, should present, as respects candidates for office, views unbiased by secret purchase. The holding accords with the tendency of modern decisions to hold void all contracts affecting the purity of public elections. *Liness* v. *Nesing*, 44 Ill. 113, 92 Am. Dec. 153; *Nichols* v. *Mudgett*, 32 Vt. 546; MCCRARY ON ELECTIONS, § 220; MECHEM PUBLIC OFFICERS, § 353.

Statutory enactments designed to secure the purity of elections, are the basis of numerous decisions on this subject, the courts holding that these statutes, providing penalties for attempting to corrupt elections, declare the policy of the state as regards contracts affecting elections. *Keating* v. *Hyde*, 23 Mo. App. 555; *Strasburger* v. *Burk*, 13 Am. Law Reg. (N. S.) 607; *Sizer* v. *Daniels*, 66 Barb. 426.

The manner in which influence is to be exerted on a public election seems to be important, when a contract to exert that influence is brought in question. An agreement to make speeches in behalf of a candidate for office, and "advocate his election throughout the state," for a money consideration is valid and not opposed to public policy. *Murphy* v. *English*, 64 How. Prac. 362. It would seem, on principle, that purchased support and advocacy should be equally pernicious, whether expressed from the rostrum or through the columns of a newspaper unless its character, as that a mere advocate, be disclosed.

An article charging a publisher with selling the support of his paper is libelous. *Fitch* v. *De Young*, 66 Cal. 339, 5 Pac. 364.

CRIMINAL LAW—EVIDENCE—JUDICIAL NOTICE THAT BEER IS INTOXICATING.—Defendant was charged with sale of intoxicating liquor in violation of a city ordinance. Proof of sale of beer alone was offered. *Held*, that judicial notice of the fact that beer is intoxicating cannot be taken. The fact must be proved. *Du Vall* v. *Augusta* (1902), — Ga., —, 42 S. E. Rep. 265.

The court in its opinion says that it cannot be assumed that beer is intoxicating. The kind of beer should have been alleged, whether persimmon, rice, or lager, to more fully inform the court of its nature. This decision is clearly contrary to the great weight of authority upon the question; as, BISHOP'S CRIMINAL LAW, I, Sec. 303, note 20; *State* v. *Goyette*, 11 R. I. 592; *Briffit* v. *State*, 58 Wis. 39, 46 Am. Rep. 621; *Markle* v. *Council of Akron*, 14 Ohio 586; *State* v. *May*, 52 Kan. 53, 45 Amer. Dec. 548; *Stout* v. *State*, 96 Ind. 407; *U. S.* v. *Ducornan*, 54 Fed. Rep. 138; *Waller* v. *State*, 38 Ark. 656; *Malt Ex. Co.* v. *R. R. Co.*, 73 Ia. 98; AMER. AND ENG. ENCYC. LAW, III. 907. This is the first time this question has been presented to this court, and while the decision cites no authorities, its holding